

STATE OF NORTH DAKOTA

**North Dakota Department of Transportation
State Fleet Services
608 East Boulevard Avenue
Bismarck, ND 58505-0700**

REQUEST FOR PROPOSAL (RFP)

RFP Title: Above Ground Fuel Storage and Dispensing Systems

RFP Number: 830-70-07-030

PURPOSE OF THE PROPOSAL

The **North Dakota Department of Transportation, State Fleet Services** is soliciting proposals to provide assembled and integrated AST Fueling systems with spill containment deck, pre-wired and plumbed suction pumps, vents, valves and appurtenances. This specification requires that the system design, manufacture, and integration to be the responsibility of one specialized supplier in order to maintain quality through the steps of procurement, manufacturer, integration, painting, and onsite installation.

Onsite Installation Locations

1. Devils Lake, ND west of city at District NDDOT maintenance yard
 - a. Double Wall AST with fueling system for diesel
2. Jamestown, ND west of city at NDDOT section yard
 - a. Double Wall AST with fueling system for diesel
 - b. Optional Double Wall AST with fueling system for E10 Unleaded gasoline

The vendor shall provide, in his proposal, complete equipment specifications, manufacturer brochures, a list of three users with phone numbers of contact persons, warranties, parts and service location, detailed list of optional equipment and accessory prices, and delivery date.

Offeror's are not required to return this form.

Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: **Paul Hanson**
PHONE: **701-328-2543**
FAX: **701-328-2514**
E-MAIL: **phanson@nd.gov**

1.01

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: **11/29/2007**
- Deadline for receipt of questions and objections related to the RFP: **12/27/2007**
- RFP Opening: **01/08/2008**
- Proposal Evaluation Committee evaluation completed by approximately : **01/18/2008**
- State issues Notice of Intent to Award a Contract approximately: **01/18/2008**
- State issues contract approximately: **01/25/2008**

1.02

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **FOUR COPIES** of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**North Dakota Department of Transportation
State Fleet Services Division
Request for Proposal Number: 830-70-07-030
Rm. 315, 608 East Boulevard Avenue
Bismarck, ND 58505-0700**

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL**, Time on **January 8, 2008**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. It is the offeror's responsibility to ensure that a proposal response is physically deposited with the DOT Procurement Office prior to the date and time specified for opening. Late proposals or amendments will not be opened and will be rejected regardless of the degree of lateness or the reason.

1.03

Approved Vendor Requirement Waived

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful offeror will not be required to register as an approved vendor; however, the vendor will be required to complete a vendor application to receive payment and provide a W-9, if a reportable service is being provided.

For information about vendor registration, visit the State Procurement Office Vendor Registry website at: <http://www.state.nd.us/csd/spo/vendor-resources.htm> or call 701-328-2773 or contact by e-mail at infospo@nd.gov.

1.04

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.05

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.06

Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

Specification Guidelines

NOTE: These guidelines are intended to provide offeror with a description of need. The State of North Dakota realizes that manufacturers differ in their design, encourage the submission of more than one proposal, and will objectively review all proposals. Please provide ample information.

Specifications
for
ABOVE GROUND FUEL STORAGE TANK (AST) WITH FUEL CARD CONTROLLED
DISPENSING SYSTEM TO INCLUDE ONSITE INSTALLATION AT 2 LOCATIONS

PART 1 GENERAL

1.1 SCOPE OF WORK INCLUDES

A. Provide assembled and integrated AST Fueling systems with spill containment deck, pre-wired and plumbed suction pumps, vents, valves and appurtenances. This specification requires that the system design, manufacture, and integration to be the responsibility of one specialized supplier in order to maintain quality through the steps of procurement, manufacturer, integration, painting, and onsite installation.

B. Onsite Installation Locations

1. Devils Lake, ND west of city at District NDDOT maintenance yard
 - a. Double Wall AST with fueling system for diesel
2. Jamestown, ND west of city at NDDOT section yard
 - a. Double Wall AST with fueling system for diesel
 - b. Optional Double Wall AST with fueling system for E10 Unleaded gasoline

1.2 PERFORMANCE REQUIREMENTS

A. Comply with all applicable Federal, North Dakota, and local code requirements for location and installation of double walled steel AST, fuel delivery pumps, lighting, and electrical hookups.

1.3 SUBMITTALS

A. SHOP DRAWINGS:

1. Show details, sizes and dimensions, anchorage locations and optional items.
2. Furnish setting diagrams for anchorage installation as required.
3. Provide manufacturer's part numbers, of integrated components.
4. Manufacturer/Supplier to receive owner approval of shop drawings prior to fabrication.

B. CERTIFICATIONS:

1. Certification: Each AST body shall bear the certification label for Secondary Containment Aboveground Tank for Flammable Liquids.

C. PRICING AND OPTIONS

1. Base proposal price to include detailed pricing for specified product and installation as described in all specifications except section 2.4.
2. Added option proposal price to include price to be added to base bid for the addition of specifications section 2.4.
3. Include any other optional proposals to include alternative types of systems that may be considered by the proposal review team to provide a total onsite fueling system.

1.4 QUALITY ASSURANCE

- A. The physical tank manufacturer to provide evidence of minimum of 10 years experience in the design, engineering and fabrication of steel tanks, and must offer these turn-key services to complete this section of work.
- B. The Installation contractor shall hold required state license/certifications and appropriate experience specializing in installation of petroleum equipment and fueling systems. They shall be properly licensed as required by local jurisdictions, and provide evidence of a minimum 5 years successful experience performing work of this nature
- C. Only field technicians who have 2+ years petroleum equipment installation field experience, and have received training from system manufacturer shall perform the installation and start-up of this system.
- D. Welding: All welding for system configuration to be performed in accordance with applicable recommendations of the American Welding Society.
- E. Tolerances: Coordinate fabrication and installation of AST Fueling systems with adjacent building construction and verify critical dimensions, clearances, E.S.O. location and setbacks to ensure accurate installation.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection: Coordinated delivery to allow crane offloading and placement in prepared and final location minimizing the need for double handling. Keep AST system protected from physical damage caused by other activities.

1.6 PROJECT SITE CONDITIONS

- A. Field Measurements: Field verify horizontal and vertical dimensions, clearances, and setbacks of spaces where AST Fueling System will be installed prior to fabrication of AST system under this section.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Steel for Tank Body and Piping: Only new material shall be used in the manufacturing process, and the manufacturer shall ensure that the material used meets all appropriate specifications and quality assurance requirements.
- B. Fasteners and Accessories: Provide all necessary hardware, accessories and incidental materials required for complete factory integration/fabrication of AST fueling system.
- C. Welding Materials: Conform to AWS code and AWS filler metal specifications for material being welded.
- D. Primer & Finish Paint: Zinc based epoxy primer, certified to be compatible with finish coats specified. Finish Paint: High-gloss polyurethane.
- E. Integrated Components: Dispensers/Pumps, Valves, Vents, Fill Box, and other components necessary for a complete system to be incorporated as outlined on project specific parts list. All vents and valves must be installed to maintain strict quality control standards.

2.2 CUSTOM FABRICATED AST FUELING SYSTEM

A. GENERAL:

- 1. All fabrication and integration of tank, spill containment deck and components, to be completed in a factory environment. Field assembly is to be limited to the final assembly of vent riser, calibration of clock gauge, and installation tie-in of monitoring options, as well as field start-up and calibration activities outlined in this section.

2. Electrical conduits and wiring to be installed in factory setting, preparing AST system for final connection to electrical service stub up on project location. All dispensers, pumps, solenoids, are to be pre-wired at factory to facilitate site installation.
 3. Upon factory installation and integration of all components, a two coat, factory finish to be applied. Primer and finish coat to be as per specification as outlined earlier in this section.
- B. SYSTEM CONFIGURATION: Note that the following list details the primary components necessary for system configuration. All attaching hardware, steel, pipe, and other materials not specifically mentioned, yet required for a functioning system, are to be included as part of the factory turn-key system.

2.3 Double Wall AST System for DIESEL 1 each for Devils Lake, ND & Jamestown, ND

- A. Capacity shall be 10,000 gallons of diesel Product
- B. Factory welded Low-profile steel pump platforms with built-in spill containment bin to be installed on one end.
- C. DISPENSER/PUMPS/CONTROL BOX WITH HOSE AND NOZZLE
1. Red Jacket Submersible Turbine Pump, 3/4HP, or equal. QTY 1
 2. Gasboy Mechanical Display Dispenser, 9153KXTW1 Stainless Steel Option for Lower Panels, or equal QTY 1
 3. Fuelmaster Model 2550, Card Reader/Pump Control Box to integrate with Mansfield Oil transaction data collection and acceptance of Voyager credit card. QTY 1
 4. High-Speed nozzle with automatic shutoff QTY 2
 5. High Hose Retractor and 1" x 20' length hose. QTY 2
 6. 1" swivel/breakaway combo QTY 2
 7. Exterior Filter kit, with hydro-sorb filter
 8. Observation ladder (rung style) to allow visual tank top inspections.
 9. Factory Finish (2 part primer and final coat).
 10. Inventory Monitoring System to communicate via modem with Mansfield Oil.
- D. VALVE AND TRIM COMPONENTS LIST
1. Fabricated bottom fill assembly with 15 gallon spill bin.
 2. 24" Man Way
 3. 8" Emergency Vents
 4. Interstitial Vent
 5. Working Vent
 6. Clock Gauge with overfill Alarm and Acknowledgement Switch
 7. Automatic Overfill Shut-Off Valve
 8. Interstitial Pop-Up Gauge
- F. Steel Lifting Lugs With 2:1 Safety Factor
- G. Concrete platform to support tank plus 2 parking pads 15' x 50' that will support fully loaded trucks and allow for parking on either side of pump so that two vehicles to fill at a time
- H. Post barriers to protect tank.
- I. Overhead security lighting system.

2.4 Option for Separate Double Wall AST System for E10 UNLEADED QTY 1 Jamestown, ND (could be compartmentalized tank of 10,000 each gas and diesel and/or sharing the same card reader, please specify type in proposal)

- A. Capacity shall be 10,000 gallons of E10 Unleaded gasoline product with the same design and installation features as diesel tank.
- B. Exceptions

1. Red Jacket Submersible Turbine Pump, 1.5HP P150S1, or equal, QTY 1
2. High Hose Retractor and ¾" x 20' length hose. QTY 2
3. ¾" swivel/breakaway combo QTY 2

2.5 PHYSICAL TANK BODY

- A. Only new material shall be used in the manufacturing process, and the manufacturer shall ensure that the material used meets all appropriate specifications and quality assurance requirements.
- B. Minimal material thickness of the tank(s) shall be per UL-142 requirements.
- C. Loading Conditions: Tanks shall meet the following design criteria.
 1. Internal Load: Tank shall withstand an air pressure test of 3-5 psi.
 2. Tank(s) shall be designed to support accessory equipment integration such as ladders, pumps, floating suction, etc. when installed according to manufacturer's instructions and limitations.
- D. Product Storage Requirements
 1. Tank(s) shall be capable of storing liquids with a specific gravity up to 1.0.
 2. Tank(s) is designed for operation at atmospheric pressure only. Both inner and outer tanks shall have openings of sufficient size to meet normal and emergency venting requirements.

2.6 SHOP CLEANING AND FINISHING

- A. AST Components: Completely remove oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter from surface of steel and trim components.
- B. Shop Primer: Immediately after shop fabrication and cleaning, spray apply primer to a minimum dry film thickness as recommended by manufacturer, but not less than 2.0 mils. After allowing primer coat to properly dry, follow paint manufacturer's instructions for finish coat application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin AST system installation until substrates and adjacent construction have been properly constructed. Verify concrete tank pad, electrical service stub ups, ESO location, bollard/barrier installation, clearances, setbacks, and other site related work that have impact to fueling system
- B. If unsatisfactory conditions are encountered, notify Owner/Architect in writing. Do not proceed until unsatisfactory conditions have been corrected.
- C. Notify Manufacturer of any detail or design deviations as may be determined by site conditions.

3.2 FUEL TANK INSTALLATION

- A. Install AST systems in strict accordance with the manufacturer's recommendations, and applicable fire and environmental codes. State and local permits shall be obtained prior to installation.
- B. AST Fueling System shall be clearly marked on all sides with warning signs: "FLAMMABLE" or "NO SMOKING", tank volume, product identification, and other signs as required by local jurisdictions and applicable code.
- C. Electrical work shall be rated for hazardous area as required. Tanks shall be grounded in accordance with electrical codes.
- D. The final AST system installation shall be inspected and approved by the supplier or it's certified contractor.

3.3 ELECTRICAL SYSTEM

- A. Under the scope and specification for Site Electrical work, provisions shall provide for proper electrical system to meet the requirements of the AST fueling system. All wiring shall be designed and installed per the requirements of state and local codes. All necessary branch circuit conduit and wiring shall be installed, providing for a stub-up at designated location to which the turn-key AST fueling system can be tied. Insure electrical installation complies with applicable hazardous location requirements.

3.4 FIELD QUALITY CONTROL

- A. Perform system inspection as outlined in manufacturer's installation manual.
- B. Test fueling distribution in accordance with state, local and other applicable codes. Properly dispose of any fuel generated in adherence to environmental regulations.
- C. Submit field installation inspection report to manufacturer and owners representative.
- D. The final AST system installation shall be inspected and approved by the supplier or its certified contractor.

3.5 SYSTEM ACTIVATION

- A. Prior to activating the AST system, perform the following procedure:
 - 1. Flush system piping with grade of fuel to be used by owner to remove any debris and foreign matter in piping prior to filling tank for the first time.
 - 2. Service all system filters and screens and dispose of fuel in accordance with EPA regulations after flushing.
 - 3. Open valves to correct position for system operation.
 - 4. Programming of card reader and electronic communications must be coordinated with Mansfield Oil. Contact Karen Baggenstoss at NDDOT State Fleet Services for Mansfield Oil contact information and any questions. Phone 701-328-2935 or email kbaggens@nd.gov.

3.6 OPERATIONAL TRAINING

- A. Perform training of owner's personnel per the materials included with the AST system manufacturer's installation manual.
- B. Review local requirements for system inspection, reporting, and registration, as well as administrative paperwork requirements.
- C. Review maintenance considerations such as filter replacement with owner's representative.

3.7 ADJUSTING AND CLEANING

- A. Touch-up any abraded areas with the application of same coating used for shop primer and finish. Manufacturer to include sufficient quantity of primer and finish coats for this purpose.
- B. Repair or replace any damaged components.

3.8 REFERENCES

- A. The vendor shall provide, in his proposal, complete equipment specifications, manufacturer brochures, a list of three users with phone numbers of contact persons, warranties, parts and service location, detailed list of optional equipment and accessory prices, and delivery date

3.01

Delivery

Delivery and completion of the projects will be on or prior to July 1, 2008 or acceptable completion date that will be negotiated before contract is awarded. The State will make a single payment for each site when the completed fuel site is approved, and accepted by the State.

The State will not make any advanced payments before performance by the vendor under the terms of the contract.

3.02

Payment Terms

Payment will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

3.03

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001. The Federal tax free transaction number is 45-70-0010K. Certificates will be furnished upon request.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

3.04

Risk Management for Professional Services

The Risk management terms required by NDDOT in the contract will be substantially similar to the Risk Management Appendix, Service Contracts with Private Individuals, Companies, Corporations, Etc., attached.

3.05

Investigations

The state reserves the right to make an investigation or investigations of the materials, equipment, supplies, qualifications, or facilities offered by the offeror. This investigation would be to determine whether or not the offeror could meet the requirements set forth in the solicitation.

3.06

Material and Workmanship

All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.

3.07

Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

3.08

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

3.09

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

3.10

Offer Held firm

Proposals must remain open and valid for at least 60 DAYS from the deadline specified for submission of proposals. In the event award is not made within 60 DAYS, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

3.11

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

3.12

Alternate Proposals

Offerors may submit more than one proposal for evaluation.
Alternate proposals (proposals that offer something different than what is requested) will be considered.

3.13

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

3.14

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based on the evaluation factors set forth in this RFP. The evaluation will also consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

3.15

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

3.16

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

3.17

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

3.18

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

3.19

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent to Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

3.20

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

3.21

Proposal Summary

Proposal summaries will be mailed to those offerors who supply a self-addressed, stamped envelope with their proposal response. Proposal summaries are not mailed until the contract has been awarded.

Proposal summaries may be viewed and a copy obtained through the NDDOT State Fleet Services Office during normal working hours.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number _____

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**4.01****Applicability and Specifications**Weight **40 Percent**. Maximum Point Value for this Section100 Points x **40 Percent** = **40 Points**

Rating Scale (30 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-20	Good. Some applicability
21-30	Very Good. Substantial applicability
30-40	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] Has the offeror demonstrated a thorough understanding of the applicability of the fuel site project?

EVALUATOR'S NOTES _____

[b] How well has the offeror presented the specifications and literature about their AST and dispensing system?

EVALUATOR'S NOTES _____

[c] Is the proposal submitted responsive to all material requirements in the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR APPLICABILITY AND SPECIFICATIONS _____

4.02**Parts and Service**

Weight **15 Percent**. Maximum Point Value for this Section
 100 Points x **15 Percent** = **15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-3	Fair. Limited applicability
4-7	Good. Some applicability
8-11	Very Good. Substantial applicability
12-15	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] Does the offeror provide a means for prompt delivery of parts?

EVALUATOR'S NOTES _____

[b] Does the offeror have a local distributor for parts?

EVALUATOR'S NOTES _____

[c] Does the offeror have a local servicing vendor?

EVALUATOR'S NOTES _____

[d] Does the offeror provide a means for prompt repair service and support?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR PARTS & SERVICE _____

4.03**AST Manufacturing History, Fuel Site Installation and References**

Weight **10 Percent**. Maximum Point Value for this Section
 100 Points x **10 Percent** = **10 Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-2	Fair. Limited applicability
3-4	Good. Some applicability
5-7	Very Good. Substantial applicability
8-10	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] Does the offeror provide a good history of their product?

EVALUATOR'S NOTES _____

[b] Does the offeror provide the minimum number of references as required in the specifications?

EVALUATOR'S NOTES _____

[c] Are the referenced users satisfied with their existing units?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR AST MANUFACTURING HISTORY, FUEL SITE INSTALLATION AND REFERENCES

4.04**Warranty**

Weight **5 Percent**. Maximum Point Value for this Section
 100 Points x **5 Percent** = **5 Points**

Rating Scale (5 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-2	Fair. Limited applicability
3	Good. Some applicability
4	Very Good. Substantial applicability
5	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] Does the offeror provide a prompt means to handle warranty repair?

EVALUATOR'S NOTES _____

[b] Does the warranty coverage meet the needs of the State of North Dakota?

EVALUATOR'S NOTES _____

[c] Does the offeror provide a local vendor to handle warranty repairs?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR WARRANTY

4.05

Price of Project

Weight **30 Percent**. Maximum Point Value for this Section
100 Points x **30 Percent** = **30 Points**

Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, we will determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://www.nd.gov/spo/legal/resources/> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR PRICE OF PROJECT

NOTES:

Request for Proposal

Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 70 Points)	Maximum Points by Category	Score
4.01. Applicability and Specifications:	40	
4.02. Parts and Service:	15	
4.03. AST Manufacturing History, Fuel Site Installation and References:	10	
4.04. Warranty:	5	
Price Evaluation (Maximum 30 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.state.nd.us/csd/spo/resources.html 2. Calculated points awarded for price. <u>Price of Lowest Price Proposal</u> Price of Proposal Being Rated X 30 points = Awarded Points		
4.05. Price of Project	30	
Total		

**Request for Proposal
Evaluation Totals**

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	70 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
4.01 Applicability and Specifications:	40					
4.02 Parts and Service:	15					
4.03 AST Manufacturing History, Fuel Site Installation and References:	10					
4.04 Warranty:	5					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (70 POINT MAXIMUM).				
4.05 Cost Propose Score		Note: (30 POINT MAXIMUM)				
TOTAL						

**Request for Proposal
Summary of Evaluation Committee Totals**

Name of RFP:						
Date:						
Technical Evaluation Criteria	70 POINTS Maximum	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
4.01 Applicability and Specifications:	40					
4.02 Parts and Service:	15					
4.03 AST Manufacturing History, Fuel Site Installation and References:	10					
4.04 Warranty	5					
Technical Proposal Score						
4.05 Cost Proposals Score						
Grand Total						

RFP Number: 830-70-07-030

Proposal Response Sheet

In accordance with the provisions of the proposal, the undersigned hereby proposes to furnish all labor, equipment and materials per the enclosed specifications to provide assembled and integrated AST Fueling systems with spill containment deck, pre-wired and plumbed suction pumps, vents, valves and appurtenances and onsite installation at Devils Lake, ND west of city at District NDDOT maintenance yard and Jamestown, ND west of city at NDDOT maintenance yard.

Contractors Base Proposal Price \$ _____

Contractors Added Option Proposal Price ADD \$ _____

Receipt of the following addenda to the RFP, by date, is acknowledged:

SIGNED: _____

FULL NAME: _____
(Please Print)

TITLE: _____

FIRM NAME: _____

FIRM ADDRESS: _____

FIRM PHONE NUMBER: _____

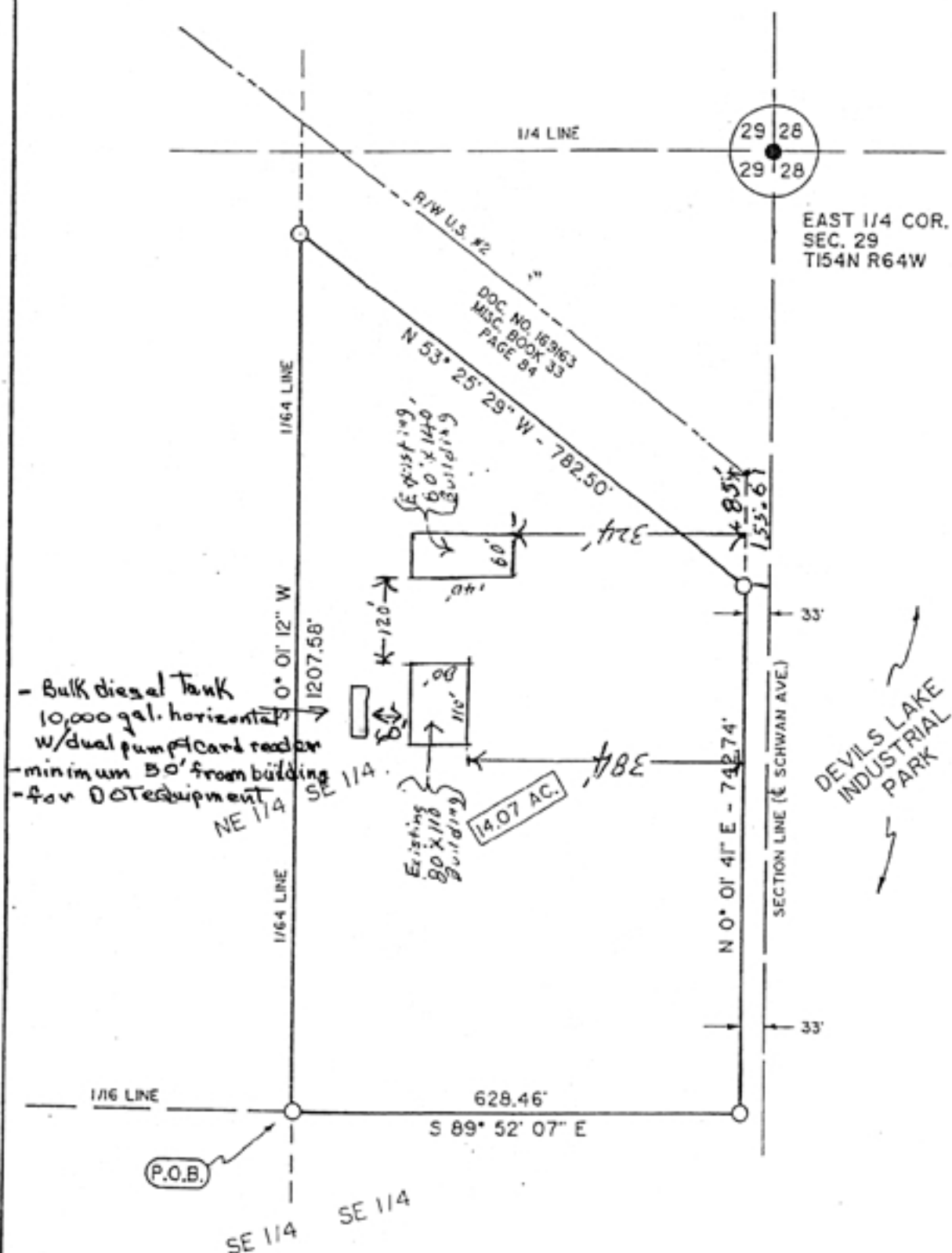
FIRM FAX NUMBER: _____

EMAIL ADDRESS: _____

Proposals must remain open and valid for at least 60 DAYS from the deadline specified for submission of proposals. Proposals may be withdrawn at any time prior to proposal opening date.

The signatory agrees that the NDDOT has the right to reject any or all proposals for any reason.

North Dakota Dept. of Transportation
Devils Lake Industrial Parks



OUTLOT C

FRONTAGE ROAD

20'
20'
20'

50'
100'
FUTURE
SALT
STORAGE
BLDG.

110'
SALT
BRINE

110'
SECTION
BLDG.
80'

100'

250'

40'

COLD MIX
STOCKPILE

TREATED
SAND

EQUIPMENT
STORAGE

FUEL

660'

20'
60'

660'

40'



JAMESTOWN SECTION YARD
SCALE: 1"=100'

LEGAL DESCRIPTION:
LOTS 1, 2, 3 & 4, BLK 3,
DIAMOND ACRES 3RD ADD.
SECTION 34-140-64

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Contractor or its agent, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

Start **I-94 W/US-52-TRUCK W**End **3568 81st Ave SE
Jamestown, ND 58401**Travel **2.1 mi – about 3 mins**

Get Google Maps on your phone

Text the word "GMAPS" to 466453



I-94 W/US-52-TRUCK W

Drive: 2.1 mi – about 3 mins

- | | |
|--|-----------------|
| 1. Head west on I-94 W/US-52-TRUCK W | 1.7 mi
1 min |
| 2. Take exit 256 for US-52-TRUCK W/US-281-TRUCK N | 0.2 mi |
| ➔ 3. Turn right at Bud Murphy Mem Hwy/US-281-TRUCK/US-52-TRUCK | 0.3 mi
1 min |

3568 81st Ave SE Jamestown, ND 58401

These directions are for planning purposes only. You may find that construction projects, traffic, or other events may cause road conditions to differ from the map results.

Map data ©2007 NAVTEQ™

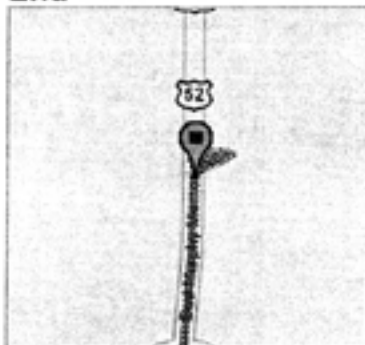
Overview



Start



End



Map data ©2007 NAVTEQ™



Start **US-2 W**
End **80th Ave NE**
Travel **1.8 mi – about 3 mins**

Get Google Maps on your phone

Text the word "GMAPS" to 466453



US-2 W

Drive: 1.8 mi – about 3 mins

Overview



1. Head **northwest** on **US-2 W**

1.7 mi
2 mins

← 2. Turn **left** at **80th Ave NE**

0.1 mi
2 mins

80th Ave NE

These directions are for planning purposes only. You may find that construction projects, traffic, or other events may cause road conditions to differ from the map results.

Map data ©2007 NAVTEQ™

Start



End



Map data ©2007 NAVTEQ™